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14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

16 JESSICA MARIE SHAVER,

17 Plaintiff,

18 vs.

19 LIBBEY GLASS LLC, and DOES 1 to
20 50,

21 Defendants.

22 CASE NO. 2:22-cv-07092 SPG(MARx)

23 **STIPULATED PROTECTIVE
24 ORDER FOR DISCLOSURE OF
25 CONFIDENTIAL INFORMATION
26 AND DOCUMENTS**

27 Assigned to Hon. Sherilyn Peace Garnett,
28 Dept. 5C; Magistrate Hon. Margo A.
Rocconi

Action Filed: September 29, 2022
Trial Date: April 9, 2024

29 **IT IS HEREBY STIPULATED** by and between Plaintiff JESSICA MARIE
30 SHAVER and Defendant LIBBEY GLASS LLC by and through their respective
31 counsel of record, that this Court may enter a protective order to facilitate the exchange
32 of confidential information in this matter, including but not limited to trade secrets;

1 confidential research, development, or other commercial information; other proprietary
2 or sensitive business information; or personal, medical, or personnel information.

3 **1. A. PURPOSES AND LIMITATIONS:**

4 Discovery in this action is likely to involve production of confidential,
5 proprietary, or private information for which special protection from public disclosure
6 and from use for any purpose other than prosecuting this litigation may be warranted.
7 Accordingly, the parties hereby stipulate to enter the following Stipulated Protective
8 Order. The parties acknowledge that this Order does not confer blanket protections on
9 all disclosures or responses to discovery and that the protection it affords from public
10 disclosure and use extends only to the limited information or items that are entitled to
11 confidential treatment under the applicable legal principles. The parties further
12 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
13 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
14 sets forth the procedures that must be followed and the standards that will be applied
15 when a party seeks permission from the court to file material under seal.

16 **B. GOOD CAUSE STATEMENT**

17 This action is likely to involve trade secrets, customer and pricing lists and other
18 valuable research, development, commercial, financial, technical and/or proprietary
19 information for which special protection from public disclosure and from use for any
20 purpose other than prosecution of this action is warranted. Such confidential and
21 proprietary materials and information consist of, among other things, confidential
22 business or financial information, information regarding confidential business
23 practices, or other confidential research, development, or commercial information
24 (including information implicating privacy rights of third parties), information
25 otherwise generally unavailable to the public, or which may be privileged or otherwise
26 protected from disclosure under state or federal statutes, court rules, case decisions, or
27 common law.

28 / / /

1 Accordingly, to expedite the flow of information, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately protect
3 information the parties are entitled to keep confidential, to ensure that the parties are
4 permitted reasonable necessary uses of such material in preparation for and in the
5 conduct of trial, to address their handling at the end of the litigation, and serve the ends
6 of justice, a protective order for such information is justified in this matter. It is the
7 intent of the parties that information will not be designated as confidential for tactical
8 reasons and that nothing be so designated without a good faith belief that it has been
9 maintained in a confidential, non-public manner, and there is good cause why it should
10 not be part of the public record of this case.

11 **2. DEFINITIONS**

12 2.1 Action: Jessica Marie Shaver v. Libbey Glass LLC. et. al., Central District
13 of California, Western Division, Civil Case No. 2:22-cv-07092 SPG(MARx).

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
17 it is generated, stored or maintained) or tangible things that qualify for protection under
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
19 Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
21 support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of
26 the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
 2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
 3 expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
 5 House Counsel does not include Outside Counsel of Record or any other outside
 6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or
 8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
 10 this Action but are retained to represent or advise a party to this Action and have
 11 appeared in this Action on behalf of that party or are affiliated with a law firm which
 12 has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
 14 employees, consultants, retained experts, and Outside Counsel of Record (and their
 15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
 17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation support
 19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
 21 their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
 23 designated as “CONFIDENTIAL.”

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
 25 from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected
 28 Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
 2 Material; and (3) any testimony, conversations, or presentations by Parties or their
 3 Counsel that might reveal Protected Material. Any use of Protected Material at trial
 4 shall be governed by the orders of the trial judge. This Order does not govern the use
 5 of Protected Material at trial.

6 **4. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations
 8 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
 9 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
 10 later of (1) dismissal of all claims and defenses in this Action, with or without
 11 prejudice; and (2) final judgment herein after the completion and exhaustion of all
 12 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
 13 for filing any motions or applications for extension of time pursuant to applicable law.

14 **5. DESIGNATING PROTECTED MATERIAL**

15 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
 16 Each Party or Non-Party that designates information or items for protection under this
 17 Order must take care to limit any such designation to specific material that qualifies
 18 under the appropriate standards. The Designating Party must designate for protection
 19 only those parts of material, documents, items, or oral or written communications that
 20 qualify so that other portions of the material, documents, items, or communications for
 21 which protection is not warranted are not swept unjustifiably within the ambit of this
 22 Order. Mass, indiscriminate, or routinized designations are prohibited. Designations
 23 that are shown to be clearly unjustified or that have been made for an improper purpose
 24 (e.g., to unnecessarily encumber the case development process or to impose
 25 unnecessary expenses and burdens on other parties) may expose the Designating Party
 26 to sanctions. If it comes to a Designating Party's attention that information or items
 27 that it designated for protection do not qualify for protection, that Designating Party
 28 must promptly notify all other Parties that it is withdrawing the inapplicable

1 designation.

2 5.2 Manner and Timing of Designations.

3 Except as otherwise provided in this Order (see, e.g., second paragraph of section
4 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
5 that qualifies for protection under this Order must be clearly so designated before the
6 material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic
9 documents, but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix at a minimum, the legend
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
12 contains protected material. If only a portion or portions of the material on a page
13 qualifies for protection, the Producing Party also must clearly identify the protected
14 portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party
15 that makes original documents available for inspection need not designate them for
16 protection until after the inspecting Party has indicated which documents it would like
17 copied and produced. During the inspection and before the designation, all of the
18 material made available for inspection shall be deemed “CONFIDENTIAL.” After the
19 inspecting Party has identified the documents it wants copied and produced, the
20 Producing Party must determine which documents, or portions thereof, qualify for
21 protection under this Order. Then, before producing the specified documents, the
22 Producing Party must affix the “CONFIDENTIAL legend” to each page that contains
23 Protected Material. If only a portion or portions of the material on a page qualifies for
24 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
25 by making appropriate markings in the margins).

26 (b) for testimony given in depositions that the Designating Party identify
27 the Disclosure or Discovery Material on the record, before the close of the deposition
28 all protected testimony.

5.3 Inadvertent Failures to Designate.

8 If timely corrected, an inadvertent failure to designate qualified information or items
9 does not, standing alone, waive the Designating Party's right to secure protection under
10 this Order for such material. Upon timely correction of a designation, the Receiving
11 Party must make reasonable efforts to assure that the material is treated in accordance
12 with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
15 designation of confidentiality at any time that is consistent with the Court’s Scheduling
16 Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
18 resolution process under Local Rule 37.1 et seq.

19 6.3 The burden of persuasion in any such challenge proceeding shall be on the
20 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
21 to harass or impose unnecessary expenses and burdens on other parties) may expose
22 the Challenging Party to sanctions. Unless the Designating Party has waived or
23 withdrawn the confidentiality designation, all parties shall continue to afford the
24 material in question the level of protection to which it is entitled under the Producing
25 Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such
2 Protected Material may be disclosed only to the categories of persons and under the
3 conditions described in this Order. When the Action has been terminated, a Receiving
4 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).
5 Protected Material must be stored and maintained by a Receiving Party at a location
6 and in a secure manner that ensures that access is limited to the persons authorized
7 under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
9 ordered by the court or permitted in writing by the Designating Party, a Receiving
10 Party may disclose any information or item designated “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
12 well as employees of said Outside Counsel of Record to whom it is reasonably
13 necessary to disclose the information for this Action;

14 (b) the officers, directors, and employees (including House Counsel) of
15 the Receiving Party to whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action;

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
28 not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
 2 by the Designating Party or ordered by the court. Pages of transcribed deposition
 3 testimony or exhibits to depositions that reveal Protected Material may be separately
 4 bound by the court reporter and may not be disclosed to anyone except as permitted
 5 under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
 7 mutually agreed upon by any of the parties engaged in settlement discussions.

8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation that
 11 compels disclosure of any information or items designated in this Action as

12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification
 14 shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order
 16 to issue in the other litigation that some or all of the material covered by the subpoena
 17 or order is subject to this Protective Order. Such notification shall include a copy of
 18 this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be
 20 pursued by the Designating Party whose Protected Material may be affected. If the
 21 Designating Party timely seeks a protective order, the Party served with the subpoena
 22 or court order shall not produce any information designated in this action as
 23 “CONFIDENTIAL” before a determination by the court from which the subpoena or
 24 order issued, unless the Party has obtained the Designating Party’s permission. The
 25 Designating Party shall bear the burden and expense of seeking protection in that court
 26 of its confidential material and nothing in these provisions should be construed as
 27 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
 28 directive from another court.

1 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
 2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a
 4 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
 5 produced by Non-Parties in connection with this litigation is protected by the remedies
 6 and relief provided by this Order. Nothing in these provisions should be construed as
 7 prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
 9 produce a Non-Party's confidential information in its possession, and the Party is
 10 subject to an agreement with the Non-Party not to produce the Non-Party's
 11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-
 13 Party that some or all of the information requested is subject to a confidentiality
 14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
 16 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the
 19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within
 21 14 days of receiving the notice and accompanying information, the Receiving Party
 22 may produce the Non-Party's confidential information responsive to the discovery
 23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
 24 produce any information in its possession or control that is subject to the
 25 confidentiality agreement with the Non-Party before a determination by the court.
 26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
 27 of seeking protection in this court of its Protected Material.

28 ///

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 3 Protected Material to any person or in any circumstance not authorized under this
 4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
 5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
 6 all unauthorized copies of the Protected Material, (c) inform the person or persons to
 7 whom unauthorized disclosures were made of all the terms of this Order, and (d)
 8 request such person or persons to execute the “Acknowledgment and Agreement to Be
 9 Bound” that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
 13 inadvertently produced material is subject to a claim of privilege or other protection,
 14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 16 may be established in an e-discovery order that provides for production without prior
 17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 18 parties reach an agreement on the effect of disclosure of a communication or
 19 information covered by the attorney-client privilege or work product protection, the
 20 parties may incorporate their agreement in the stipulated protective order submitted to
 21 the court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 26 Protective Order no Party waives any right it otherwise would have to object to
 27 disclosing or producing any information or item on any ground not addressed in this
 28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2 12.3 Filing Protected Material. A Party that seeks to file under seal any
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
4 only be filed under seal pursuant to a court order authorizing the sealing of the specific
5 Protected Material at issue. If a Party's request to file Protected Material under seal is
6 denied by the court, then the Receiving Party may file the information in the public
7 record unless otherwise instructed by the court.

8 **13. FINAL DISPOSITION**

9 After the final disposition of this Action, as defined in paragraph 4, within 60
10 days each Receiving Party must return all Protected Material to the Producing Party or
11 destroy such material. As used in this subdivision, “all Protected Material” includes all
12 copies, abstracts, compilations, summaries, and any other format reproducing or
13 capturing any of the Protected Material. Whether the Protected Material is returned or
14 destroyed, the Receiving Party must submit a written certification to the Producing
15 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
16 deadline that (1) identifies (by category, where appropriate) all the Protected Material
17 that was returned or destroyed and (2) affirms that the Receiving Party has not retained
18 any copies, abstracts, compilations, summaries or any other format reproducing or
19 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
20 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
21 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
22 expert reports, attorney work product, and consultant and expert work product, even if
23 such materials contain Protected Material. Any such archival copies that contain or
24 constitute Protected Material remain subject to this Protective Order as set forth in
25 Section 4

26 14. Any violation of this Order may be punished by any and all appropriate
27 measures including, without limitation, contempt proceedings and/or monetary
28 sanctions.

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**
2
3

4 Dated: December 23, 2022

5 **GP LAW GROUP, INC. AND**
6 **THE SIMON LAW GROUP**

7 
8

9 By: Manee Pazargad
10 Thomas J. Conroy
11 Travis E. Davis

12
13 Attorneys for Plaintiff
14 JESSICA MARIE SHAVER

15 Dated: December 23, 2022

16 **VAHIDI LAW GROUP**

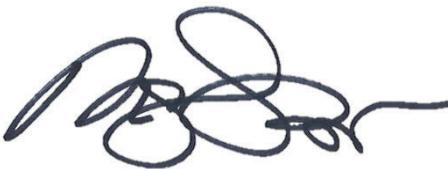
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19 By: Steven S. Vahidi
20 Troy D. Vahidi

21
22 Attorneys for Defendant
23 LIBBEY GLASS LLC

24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

25 DATED: 8/28/2023

26 By: 
27

28 HON. MARGO A. ROCCONI
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3

4 I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I

5 have read in its entirety and understand the Stipulated Protective Order that was issued

6 by the United States District Court for the Central District of California on _____ [date]

7 in the case of Jessica Marie Shaver v. Libbey Glass LLC. et. al., Central District of

8 California, Western Division, Civil Case No. 2:22-cv-07092 SPG(MARx).

9

10 I agree to comply with and to be bound by all the terms of this Stipulated

11 Protective Order and I understand and acknowledge that failure to so comply could

12 expose me to sanctions and punishment in the nature of contempt. I solemnly promise

13 that I will not disclose in any manner any information or item that is subject to this

14 Stipulated Protective Order to any person or entity except in strict compliance with the

15 provisions of this Order. I further agree to submit to the jurisdiction of the United

16 States District Court for the Central District of California for the purpose of enforcing

17 the terms of this Stipulated Protective Order, even if such enforcement proceedings

18 occur after termination of this action. I hereby appoint _____

19 [print or type full name] of _____ [print or

20 type full address and telephone number] as my California agent for service of process

21 in connection with this action or any proceedings related to enforcement of this

22 Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____